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*To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.*



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May 20, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO AGREEMENT WITH PUBLIC HEALTH
FOUNDATION ENTERPRISES FOR THE COMMUNITY CLINICS PHASE II
PROJECT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Approval of an Amendment to the Project Management and Technical Services Agreement with Public Health Foundation Enterprises, Inc., to extend the term for an additional six months, and increase the maximum obligation by \$500,000, for the continued provision of project management, development, and implementation services for the Community Clinics Phase II Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of Health Services (Director), or his designee, to execute an Amendment to Agreement No. H-705292 with Public Health Foundation Enterprises, Inc. (PHFE), to extend the current term for the period July 1, 2014 through December 31, 2014, with an option to further extend on a month-to-month basis with no increase in the maximum obligation, if necessary, through June 30, 2015, and increase the maximum obligation up to \$500,000, effective upon Board approval for the continued provision of project management and technical support services for the Community Clinics Phase II (Phase II) Project.
2. Delegate authority to the Director, or his designee, to amend the Agreement to extend the term on a month-to-month basis through June 30,

2015, subject to review and approval by County Counsel and notification to the Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director, or his designee, to execute future amendments to the Agreement to: a) make adjustments in project tasks and deliverables, program budget categories, and other project scope adjustments, as needed b) revise or incorporate provisions consistent with all applicable State and/or federal law and regulations, County Ordinances and Board policy; and c) make appropriate changes to the Agreement to improve operational efficiencies, add clarity, and/or correct errors and omissions, all with no change to the maximum obligation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under the current Agreement, PHFE provides project management and technical services in support of the Phase II project that is overseen by the Los Angeles Network for Enhanced Services (LANES) Board of Directors and is designed to implement health information data sharing between DHS and up to 16 Community Partners (CP) utilizing the LANES health information exchange infrastructure. The Phase II project is integrated with the LANES Health Data Highway Project (HDHP).

To date, LANES has achieved a Technical Go-Live and proof-of-concept of the health information exchange system. As part of Phase II, the LANES Board also engaged Gartner consulting to conduct an evaluation of the proof-of-concept system infrastructure. Gartner identified a set of technical architectural modifications that would optimize performance of the LANES health information exchange system and facilitate its adoption by health care providers in the real-time clinical encounter. LANES is currently evaluating options to implement the technical modifications before completion of Phase II and full end-user Go-Live.

Approval of the first recommendation will allow the Director to execute an Amendment, substantially similar to Exhibit I, with PHFE to extend the term of the Agreement through December 31, 2014 in order to complete the project and to increase the maximum obligation. The Agreement currently will expire June 30, 2014.

Approval of the second recommendation will allow the Director to exercise the option to further extend the term of the Agreement up to an additional six months, if necessary, through June 30, 2015, allowing PHFE additional time to complete the Phase II project for up to 16 CPs and any remaining deliverables.

Approval of the third recommendation will allow DHS to make adjustments in project tasks and deliverables, program budget categories, and other project scope adjustments to adapt to requirements identified jointly by the Department of Health Services (DHS) and the CEO over the remaining course of the project to leverage funding and technology improvement opportunities through the LANES and operational changes resulting from the restructuring of the ambulatory care system and health care operations in the County and further development of a Countywide health information exchange, revise or incorporate provisions with all applicable State and/or federal law and regulations, County Ordinance and Board policy, and make appropriate changes to correct errors or omissions.

Implementation of Strategic Plan Goals

The recommended actions supports Goal 1, Operational Effectiveness, of the County's Strategic

Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for this Agreement shall not exceed \$2,000,000 of which \$1,500,000 was offset by one-time funds for the DHS CP, formerly Public Private Partnership program, and \$500,000 in net County cost. This includes funding for a project manager, resources to develop, build, analyze and test system interfaces, interface maintenance fees, and staff to work with the impacted community clinics.

Funding is included in the DHS Fiscal Year 2013-14 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement may be terminated for convenience by the County upon 30 days prior written notice. The Agreement includes all Board of Supervisors' required provisions.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

DHS notified the Board on January 25, 2011 of the intent to enter into a sole source negotiations with PHFE, for completion of the ESS Project. PHFE received the initial grant to implement the ESS Project with the CPs and continues to be the project manager on the Project. Subsequently, on May 17, 2011, the Board approved the current Agreement with PHFE.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure completion of the Phase II Project, improve data collection and sharing across the service delivery system, and accelerate the speed of patient information availability to providers to improve health care treatment and health care operation outcomes, reduce costs and duplication of diagnostic testing and increase patient satisfaction.

The Honorable Board of Supervisors

5/20/2014

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:ls

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

Agreement No.: H-705292

AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND
PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.
FOR PROJECT MANAGEMENT AND TECHNICAL SERVICES

Amendment No. 5

THIS AMENDMENT is made and entered into this _____ day of
_____, 20___,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC.
(hereafter "Contractor")

12801 Crossroads Parkway South
Suite 200
City of Industry, CA 91746

WHEREAS, reference is made to that certain document entitled Agreement By and Between County of Los Angeles and Public Health Foundation Enterprises, Inc., for Project Management and Technical Services, dated May 17th 2011, and further identified as Agreement No. H-705292, and any amendments thereto (all hereafter referred to as "Agreement") and,

WHEREAS, it is the intent of the parties hereto to amend Agreement to increase the Agreement amount by \$500,000, not to exceed a total contract cost of \$2.0 million and to provide for the other changes set forth herein; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the current term effective upon Board approval for the period of July 1, 2014 through December 31, 2014 with an option to extend an additional six months under delegated authority through June 30, 2015; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to update certain terms and conditions to the Agreement, and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.1, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. This Agreement is hereby amended to delete sub-paragraph 4.1 of Paragraph 4.0, Term of Agreement, in its entirety and replace it as follows:

“4.1 The term of this Agreement shall commence on May 17, 2011 through December 31, 2014, and thereafter shall continue in full force for no more than six (6) months.”

3. This Agreement is hereby amended to delete sub-paragraph 5.1 of Paragraph 5.0, Agreement Sum, Billing and Payment, in its entirety and replace it as follows:

“5.1 The maximum Agreement sum shall not exceed \$2,000,000.00 for the term of this Agreement as set forth in Exhibit B-3, Project Budget”.

4. Agreement, Attachment 2, shall be deleted in its entirety and replaced with Attachment 3, attached hereto and incorporated herein by reference.
5. Agreement, Exhibit B-2, shall be deleted in its entirety and replaced with Exhibit B-3, attached hereto and incorporated herein by reference.
6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

/ /

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC.

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

**Community Clinic Phase II Project
Work Plan (Rev. 4/29/14)**

OBJECTIVE #1: Provide project management, technical, and fiscal services to LANES and Phase II Clinics			
#	Key Action Steps	Deliverables	Responsible Entity
1a	Project Management	<ul style="list-style-type: none"> Provide a Project Manager to support LANES and the Phase II project 	PHFE
1b	Technology Vendors	<ul style="list-style-type: none"> Establish agreements with technology vendors in support of the LANES and Phase II project goals 	PHFE
1c	Fiscal Intermediary Services	<ul style="list-style-type: none"> Provide fiscal and contract administration services for LANES and the Phase II project, including payment of invoices, financial reporting, banking, agreement preparation, and other related services 	PHFE
OBJECTIVE #2: Deploy LANES to Phase II Clinics			
#	Key Action Steps	Deliverables	Responsible Entity
2a	Identify Phase II Clinics	<ul style="list-style-type: none"> Collect HIT profiles on potential Phase II clinics to identify EHRs in use and ability to interface Prioritize roll-out based on ability to interface and available resources 	CCALAC/ LANES
2b	Develop marketing strategy for LANES geared towards Phase II clinics	<ul style="list-style-type: none"> Identify use cases Develop FAQ documentation Develop presentation materials 	CCALAC/ LANES
2c	Promote and market LANES to the Phase II Clinics	<ul style="list-style-type: none"> Leverage existing CCALAC roundtables to present on values of participating in LANES Leverage marketing materials 	CCALAC
2d	Execute new Business Associate Agreements (BAA) for LANES	<ul style="list-style-type: none"> Contact executive leadership from Phase II clinics requesting signatures on BAA Continued follow-up to obtain signatures 	CCALAC
2e	Work with Phase II IT staff to complete a workflow and technical readiness assessment for the use of LANES for each Clinic	<ul style="list-style-type: none"> Completed IT assessment of minimal requirements for LANES 	CCALAC
2f	Execute new Data Participation Agreements (DPA) for LANES	<ul style="list-style-type: none"> Contact executive leadership from Phase II clinics requesting signatures on DPA 	CCALAC

		<ul style="list-style-type: none"> Continued follow-up to obtain signatures 	
2g	Engage with one NextGen Clinic to pilot rollout of LANES	<ul style="list-style-type: none"> Based on workflow and technical assessment and cooperation level to date, select a NextGen clinic to pilot LANES Seek clinic leadership buy-in to provide resources for training and deployment. Document successes and areas for improvement in pilot 	CCALAC
2h	Develop rollout plan for remaining clinics	<ul style="list-style-type: none"> Develop checklist and training packet for use during each clinic go-live 	CCALAC/ LANES
2i	Roll-out to remaining clinics using a phased-in approach	<ul style="list-style-type: none"> Training on the use of LANES Username and passcodes provided for appropriate staff for all Phase II clinics Go-Live 	CCALAC/ LANES
OBJECTIVE #3: Establish Connection Between LANES, DHS, and Phase II Clinics			
#	Key Action Steps	Deliverables	Responsible Entity
3a	Get interface specifications and interface pricing on Phase II clinic host systems	<ul style="list-style-type: none"> Pricing secured Interface specifications received by LANES 	LANES
3b	Obtain sample and test messages from Phase II clinic host systems	<ul style="list-style-type: none"> Sample messages received and validated by LANES from Phase II clinics 	LANES
3c	Confirm interface specification between Mirth and DHS EDR	<ul style="list-style-type: none"> Specifications confirmed by all parties 	LANES, DHS
3d	Develop interface from Mirth root server to DHS EDR	<ul style="list-style-type: none"> Interfaces developed to include: scheduling, demographics, lab, and encounter data as available from clinics Testing process successfully implemented Live data feeds turned on to DHS EDR 	LANES, DHS

Public Health Foundation Enterprises
Community Clinic Phase II Project Budget
Contract Term: May 17, 2011 through December 31, 2014
(Revised 3-22-14)

Item	Budget	Revisions	Revised Budget
Contracts			
Project Manager	\$ 295,525	\$ 168,000	\$ 463,525
Community Clinic Outreach	100,000	-	100,000
Technical Project Lead and Development Lead	218,400	40,000	258,400
Interface Analysis and Testing	339,466	130,000	469,466
Interface Software and Services	91,850	68,390	160,240
i2i Interface Maintenance Fee	35,280	-	35,280
Mirth Data Exchange Platform and Equipment	94,011	54,440	148,451
Mirth Match Algorithm Tuning	32,956	-	32,956
Technical Assessment Consultant	175,000	-	175,000
Subtotal Contracts	\$ 1,382,488	\$ 460,830	\$ 1,843,318
Indirect Costs			
	\$ 117,512	\$ 39,170	\$ 156,682
Total Budget	\$ 1,500,000	\$ 500,000	\$ 2,000,000